

1888-036 Chancery Causes: A. L. Pridemore vs. W. G. Seal &
Lee Co.

Hall

CA-Contract Dispute
T-Property

To the Hon. H. S. K. Morrison
Judge of the Circuit Court
of Lee County Va.

Your orator A. L. Pridemore
humbly complaining would
respectfully represent that
on the 25th day of January
1887, he entered into a contract
in writing with one David
Hall and one G. Seal, whereby
he undertook to convey to them
or either of them a certain home
and about 18 acres of land
situated about one half mile
S. E. from Jonesville known as
the R. D. Martin home & lot
on the east side of the Black-
water road. This undertaking
was upon condition that said
Hall & Seal would within 6
months from that time pay the
sum of \$40 - and at the end
of twelve months pay the further
sum of \$237.50 and the residue
in 18 months. These terms are
fully set out in a writing
on that day executed and signed
by all the parties thereto, which
is herewith filed marked as

exhibit A. and is prayed to be considered herewith as part hereof.

On or about Jan 1st The said Seal paid your orator \$25.00 and this is all that has ever been paid on said Contract. The said Hall and Seal have had and still hold possession of said property.

The object of this bill is to have specifically executed said Contract and the said Hall and Seal compelled to pay the sum now due from them, in accordance with said Contract.

Your orator is able having the legal title and was willing at all times to specifically perform said Contract upon his part. But he still holds the legal title by reason of which he is entitled to a lien upon said land for said money, enforceable in equity.

The object of this bill therefore is to have a decree specifically enforcing said Contract &

selling said land to pay the same, or selling so much as may be necessary and failing in paying the same then that he may have a decree over against said Hall and Seal for any deficiency after applying the proceeds of said sale -

The premises considered therefore he prays that David Hall and W. G. Seal be made parties defendants to this bill and answer the same upon oath and on a hearing a decree be rendered specifically enforcing said Contract; or on failure thereof that said lien be enforced, and said land or so much thereof be sold as may be necessary to pay the same; and upon its failure to pay the same then that a decree in favor of your orator be rendered against said defendants for any deficiency and for all other further and general relief may appear &c.

A. L. Ogleman

P. 20

A. L. D.

Oct 2 \$8.31 Aug. 1885

\$.50

\$ 5.00

\$ 15.00

\$ 28.81

Add for 6. 91

A. S. Prichard

W. B. Bell

W. G. Seal

831

.91

9, 22

15

36

40

91

1888 Febry Bill filed Spe

Exd on house Deft & D.

Wisi as to him Order

Pub. as to non resident

" Mr. D. Wisi Coufd order

Pub. Completed & Cause

set for hearing.

" Apr. Decree Contd

" Sept Decree final

A. L. Pridemore

v

In chq

W. G. Seal et al

}

This Cause came on again this day to be heard upon the papers formerly read & the report of J. M. Morgan special Com. missioner and was argued by Counsel - And it appearing that said report has been filed more than ten days before the Commencement of this term and no exceptions being taken thereto the same is confirmed.

On Consideration whereof and for reasons appearing to the Court it is adjudged ordered and decreed that the plff after deducting the amount of the costs of this suit from the amount bid for said land \$225, Credit the residue upon the amount found due him from the defendants under the former decree in this Cause, and being the holder of the legal title no deed is necessary or its execution

of purchase money note.
 But said land so purchased
 by him is to be taken and
 held, free from the claims
 of the defendants, who are
 ordered to restore the possession
 thereof to the plff, and the plff
 may have a writ of pos-
 session, for the same. And as
 the obligation sworn on has not
 been full paid, after cred-
 iting the amount aforesaid
 the plff has leave to with-
 draw the same by leaving an
 office copy thereof filed with
 said papers - and no further
 action being necessary the
 cause is stricken from the
 docket.

A. L. P. Pedemore

V. G. Decree

V. J. J. J. J.

V. G. Decal et al

Sept. 7. 1888

Filed
 Pa. 9. 144-5-

Enter this
 Sept. 9 1888
 180 km

A. L. Pridemore Plt
 against } In chy.
Wm G. Seal et al - Deft }

This
Cause came on this day to be
heard upon the bill taken for
confession as to David Hall and
exhibits filed - and order of
publication duly completed as to
Wm G. Seal - And was argued by
Counsel on Consideration whereof
and for reasons appearing
to the Court, the plff appearing
to have a lien upon said
lands for his debt; It is ad-
judged ordered and decreed
that the plff recover from the
defendants the sum of \$475
and legal interest thereon from
the 26th day of Jan. 1887 till
paid and the costs of this suit

And unless the defendant or
some one for them, pay the same
in 20 days from the rising of
said Court then John M. Morgan
who is hereby appointed a spe-
cial Com. missioner for the pur-
pose will proceed to sell the
land or so much thereof as

A. L. Pickens

By Decree.

Wm. G. Seal et al

Cent. Chy. 073, page 119

may, be necessary to pay the same or costs of suit. He will sell the same on a credit of 6 or 12 months except so much as may be necessary to pay costs he will require paid in hand. He will sell on some Court day in front of the Court House door.

But before proceeding to sell he will execute bond before the Clerk of this Court in a penalty of nine hundred dollars conditioned to faithfully perform the duties under this decree.

He will then advertise the same for at least 30 days, on the front door of the Court house and at one or more public places setting out time terms and place of sale. But before the plff shall have the benefit of this decree he shall, execute bond conditioned to abide any future order of this Court upon the said Wm. G. Seal coming in and making defense, said Comr will report his action to this Court at some future term and the cause is continued.

Under this. 4/1888

Virginia

This day A. L. Tidmore
personally appeared before me
and made oath in due form
that W. G. Seal is a non-resi-
dent of this State, given
under my hand this Feb. 3rd 1888.

J. S. Hyatt C.C.

A. L. Tidemore

vs $\frac{1}{2}$ Affidavit

W. G. Seal et al

Filed Feb'y 3rd 1888.

J. A. G. Hyatt & Co

A. L. Bridgman
vs B
D. C. Hall & Wm G. Seal

To the Hon W. S. K. Morrison Judge
of the Circuit Court of the County
of at the April Term 1888, I was ap-
pointed a Special Commissioner
to sell the lands of the Defendants
in the bill mentioned, or so much
as was necessary to satisfy costs
and the amt of the Plaintiffs Debt.
On the first day of the County Court
at the June term thereof, after
having duly advertised and otherwise
complied with the decree in said
cause, at the front door of the
Court house I offered said lands
for sale on a credit of 6 or 12 months,
except so much as was necessary to
pay costs which, should be paid in
hand. On that day, among other
^{Bidders} purchasers came A. L. Bridgman
who bid for said lands the sum
of Two hundred & Sixty five dollars
and that being after an earnest
attempt to raise said bid, the high-
est and best bid I could get
the lands was knocked off to him.
His note or bonds taken for said
lands as specified in said
decree, marked A-13.

your Commissioner would report
that said lands failed to bring the
amount of the indebtedness for
which it was sold, but he believes
it brought a fair cash value and as
much as could be reasonably
expected for such lands, especial-
ly where the land can only be
sold on so short a time.

My Commissioner would
also state that, The British
Attach is going to C. L. Prudden
the Purchaser and consequently there
is no necessity of the execution of
notes, it appearing also the land sold for
a purchase money ^{being no person offered.}
Respectfully I am, Morgan ^{Comr.}

A. L. Prudden

vs
Comr's Report
70 Sept Term 88

W. C. Hall & others

Filed July 15th 1888

J. J. W. H. H. H. H.

Know all men by these
presence, that A. L. Oridemore
David Hall and W. G. Seal have
entered into the following Con-
tract- The said Oridemore agrees
and binds himself, to convey to
said Hall & Seal or either of them
or their assignee, the Richard D.
Martin House and lot, lying on
the east side of Blackwater
road, except one acre her-
etofore deeded by said R. D. Martin
for a church or school house,
at the end of ^{eleven} ~~eighteen~~ months
said Hall & Seal or either of them
have paid the sum of \$475.

But said Hall & Seal are to pay
as much as \$45, or by the end
of six months, as and for the rent
of said premises, should said
sale be not completed. And one
half of said \$475, should the sale
be completed shall be paid by
the end of twelve months, and
in that event the said forty five
dollars shall go upon and con-
stitute a part of said purchase
and the said purchase is to

bear interest from this date -
And during said occupancy
said Hall is to take good care
of said premises & return the
same in as good repair as
now ordinary wear & tear ex-
cepted - should be not com-
plete the purchase. Witness
our hands & seals this Jan. 28th 187

A. S. Priemore (Seal)

W. G. Seal,
David Hall
(Seal)

Attest
William Riley

E. S. Lamm
As to Hall

"A"

Know all men by these presents
that we John M. Morgan and
are held and firmly
bound unto the Commonwealth of
Virginia in the Sum of Nine Hun-
dred Dollars, and for the prompt
payment thereof well and truly
to be made unto the said Commonwealth
we each bind ourselves heirs &c
and we as to this bond hereby
waive our Homestead exemptions
witness our hands and seals
this 8 day of May 1888.

The Condition of the above
obligation is such that whereas
the above bound John M. Morgan
was, by a decree entered on the
4th day of April 1888, in the Chancery
Cause of A. L. Tidemore vs W. G.
Seale et al - a Special Commissioner
and directed to sell the lands in
the bill mentioned, Now therefore
should said Morgan promptly
perform the duties assigned him
and justly account for the all moneys
he may receive as such Commissioner
then this obligation to be void otherwise to remain
in full force.

Seal
Seal

A. L. Pudemore
vs ⁴ ₃ Couris
Bond
W. G. Sealstead
Filed May 8, 1888.
J. A. Hyatt & Co.

Know all men by these
presents that we
are held and
firmly bound unto the Common-
wealth of Virginia in the sum
of One Thousand Dollars, and
for the prompt payment thereof
well and truly to be made unto
the said Commonwealth we
each bind ourselves heirs &c
and we as to this bond waive
our Homestead exemption
witness our hands and
seals this day of 1888

The Condition of the above
obligation is such that whereas
the above bound A. L. Ponderore
as Plaintiff in a Chancery Cause
now pending in the Circuit
Court of said Ponderore vs W. B.
Seale et al, at the April Term 1888,
of said Court in said Cause obtain-
ed a decree for the sale of certain
lands mentioned and described
in said Bill. Now should
the said Ponderore abide the
future orders of the Court in
this Cause, on the appearance

of the Deft W. G. Seal and his
making defense within the
required time, and promptly
pay all costs and damages
which may be awarded
against him in this cause,
then this obligation to be void
otherwise to remain in full force.
W. G. Seal
Seal

A. L. Anderson
vs Bond for
W. G. Seal
W. G. Seal et al

Filed 1888
J. G. Hyatt Co

Virginia

In the Clerk's Office of the Circuit
Court for Lee County on the
3rd day of February 1888.

A. L. Pridemore

Plff

versus

W. G. Seal and David Hall Defs

vs

The object of this suit is to have specifically executed the contract mentioned and filed in the Bill, and to have a decree rendered ordering the sale of so much of the land mentioned in the Bill as will satisfy said contract, and should all the land not sell for a sum sufficient to satisfy said contract then to recover any deficiency against the defendants W. G. Seal and David Hall. And it appearing from an affidavit filed in this cause that the Defendant W. G. Seal is a non-resident of this State - It is therefore ordered that he appear here within one month after due publication of this order and do what may be necessary to protect his interest in this suit.

A Copy

A. L. Pridemore P. Q.

Teste J. A. Hyatt c. c.

A. L. Pendemon

Order Pub
20 3

W. G. Seale et al

I certify that I del
ivered an office
copy of the within
order on the 3rd Feb
1888, to the Cumberland
Eagle for publication
and posted a like
copy thereof on the
front door of Lee
Court House at
the March Term 1888,
of the County Court
J. A. Hyatt sc

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

W. G. Seal
and David Hall

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *February 1888* being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *A. L. Rudemore*

And have then and there this writ, Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *3rd* day of *February* 1888, in the 11² year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.
J. A. G. Hyatt & Co.

P

A. L. Brideman

vs } Spain chcy

W. G. Seal et al

So Feby. Rules 1888

Executed by
delivering to
D. Hall an office
copy of this Sp. a.
Feby 4th 1888

W. L. Blanning Deputy
for S. H. Sewing S. L. C.

L. M. P. L. Grabel Editor and
 Publisher of The Cumberland Eagle
 a Paper published in town of
 Jonesville, Va. do certify that
 the following non-Resident
 notice appeared in the
 Cumberland Eagle from
 consecutive times beginning
 February the 10th and ending
 March the 2nd 1888.
 And the Printers fee is
 \$5-00

VIRGINIA:—In the Clerk's office of the
 Circuit court for Lee county on the 3rd.
 day of February 1888.

A. L. Pridemore, Plff. } In Ch'cy
 Versus
 W. G. Seal and David Hall Defs.

The object of this suit is to have specifically
 executed the contract mentioned and filled in
 the Bill, and to have a decree rendered order-
 ing the sale of so much of the land mentioned
 in the Bill as will satisfy said contract, and
 should all the land not sell for a sum suffi-
 cient to satisfy said contract their to recover
 any deficiency against the defendants W. G.
 Seal and David Hall. And it appearing from
 an affidavit filed in this cause that the Defen-
 dant W. G. Seal is a non-resident of this
 State. It is therefore ordered that he appear
 here within one month after due publication
 of this order and do what may be necessary
 to protect his interest in this suit.

A copy taken

J. A. G. Hyatt, C. C.

A. L. Pridemore, P. Q.

Feb. 10, ending March 2,

A. L. Tideman

vs ~~me~~ Pub
certificate

W. G. Seal et al

Printers fee \$5.00